

EXHIBIT C



July 31, 2008

Mr. John Reggans, President
Everett Chevrolet, Inc.
7300 Evergreen Way
Everett, WA 98203

Dear Mr. Reggans:

Thank you for meeting with me on June 10, 2008 to discuss a number of concerns GMAC has with the unsatisfactory credit base, operating trends and wholesale performance of Everett Chevrolet, Inc. (the "Dealership"). This letter serves to confirm our discussion.

Based on an analysis of the Dealership's operating trends, repayment capacity and available security, GMAC is unable to increase the limit of the Dealership's Revolving Line of Credit or extend a working capital loan to the Dealership.

Further, the deteriorating operating trends and credit base of the Dealership and its poor wholesale performance increase GMAC's credit risk associated with the Dealership's account. In order to continue the financing arrangement between the Dealership and GMAC and to help mitigate GMAC's credit risk, GMAC requires, at a minimum, the following:

- By no later than October 31, 2008, an unencumbered capital injection of \$800,000 must be made into the Dealership.
- By no later than October 31, 2008, the personal guaranty of John Reggans of all obligations of the Dealership to GMAC must be provided to GMAC as additional security.
- As always, the Dealership must remit payments for vehicles "faithfully and promptly" upon their sale or lease, as required by the Dealership's Wholesale Security Agreement with GMAC, and strictly comply with all provisions of the Wholesale Security Agreement.

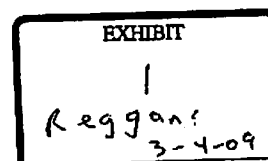
If the Dealership is unwilling or unable to comply with the above requirements, GMAC may suspend or terminate the Dealership's wholesale credit lines.

In addition, pursuant to the Dealership's Revolving Line of Credit Agreement with GMAC, in addition to interest charges, GMAC will bill the Dealership a minimum principal payment of \$10,000 each month.

Additionally, as we discussed, in accordance with the terms and conditions of the Dealership's Wholesale Security Agreement, effective August 1, 2008, GMAC will assess a fee of \$500.00 on audits ("Audit Fee"). The Audit Fee will appear on the Dealership's wholesale billing statement or a separate billing. GMAC, in its sole discretion, may waive the Audit Fee if the results of the audit reflect wholesale payoff delays of less than 25%.

You are reminded that:

1. Audit results are for GMAC's use and will not necessarily be shared with you or the Dealership. Audit results may not be relied upon by third parties without GMAC's prior written consent.
2. Audit results do not constitute business, investment, financial, or other advice from GMAC to you or the Dealership.
3. Audits are based on information provided by the Dealership, and GMAC relies on the accuracy and completeness of such information in completing audits. GMAC does not ordinarily verify the accuracy or completeness of such information.

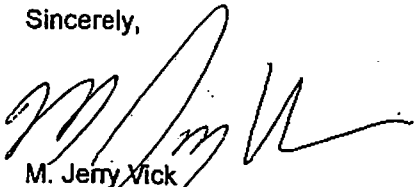


4. Audits conducted by GMAC do not create a fiduciary or other trust relationship between the Dealership and GMAC.
5. GMAC is not liable for any loss or damage incurred by you or the Dealership arising out of or related to any Dealership audit.

Nothing in this letter constitutes or should be construed as a waiver by GMAC of any of its rights or remedies under any of the Dealership's agreements with GMAC or applicable law, such rights being expressly reserved. Notwithstanding the foregoing, the Dealership's wholesale credit lines are expressly subject to the terms of the agreements under which they were extended. They are discretionary lines of credit and may be modified, suspended or terminated at GMAC's election, in its sole discretion.

Should you have any questions or comments, please do not hesitate to call me.

Sincerely,



M. Jerry Vick
Branch Manager

cc: R. Michele Smith, GMAC